REQUEST FOR QUOTATION (This is NOT an Order)  This RFQ △ is [			This RFQ 🖾 is 📋	is not a small b	usiness set-as	side			Page	1 <b>OI</b> 24
1. Request No.		te Issued	3. Requisition/Purchas	se Request No.	4. (	Cert For Nat D	ef. Under BDS	SA	Ratin	g
DAAE20-98-T-0147	7 07.	APR1998	See Scl	hedule	F	Reg. 2 and/or D				DOA5
5A. Issued By			W52H09			6. Deliver by				
ACALA AMSTA-AC-PCF-A			WJZHUJ				See So	chedule		
ROCK ISLAND IL	61299-7630					7. Delivery				
									_	
						☐ FOB  Destination		<b>X</b> O <sub>1</sub>	ther	
5R For Information	Call: (Name ar	nd telenhone	no.) (No collect calls)			Destination	911			
CHERYL J MAU		09) 782-53								
EMAIL: CMAU@RIA-	-EMH2.ARMY.MI	L								
8. To: Name and Ad	dress, Including	g Zip Code					n (Consignee a	ınd addı	ess, in	cluding
						Zip Code)				
							See So	chedule		
10. Please Furnish			ANT: This is a request fo							
the Issuing Office in		•	icate on this form and re				-			
or Before Close of B (Date)	usiness		osts incurred in the prep re of domestic origin unlo			_				
(2000)			uest for Quotation must				- productions un	10,01 001		
		1	1. Schedule (Include app	licable Federal	State and lo	cal tayes)				
I4 N							II:4 D		1	A 4
Item Number (a)			s/Services (b)		antity (c)	Unit (d)	Unit Pr (e)	ıce		Amount (f)
(u)		<u> </u>	(0)		(c)	(u)	(c)			(1)
		(See S	chedule)							
		`	,							
12. Discount For Pro	ompt Payment		a. 10 Calendar Days	b. 20 Cale	ndar Days	c. 30 Cale	endar Days	d.	Calen	dar Days
			%		%		%	Nun	ber	Percentage
NOTE: Additional	nrovisions and a	renresentati	ons are are not	attached.		1		1		<u> </u>
13. Name and Addre					of Person Au	thorized to Sig	n	15. Dat	e of Oı	otation
Zip Code)	•	, ,		Quotation						
						16. S	igner			
				a. Name (Type	e or Print)	10.0	0		b. Tele	phone
								Area C	ode	
				c. Title (Type	or Print)			Numbe	r	
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#### Reference No. of Document Being Continued

PIIN/SIIN DAAE20-98-T-0147

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#### Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title		
HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	01-JUL-1993	

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT ACALA OMBUDSMAN

01-NOV-1995

- a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA

AMSTA-AC-AP (OMBUDSMAN)

Rock Island IL 61299-7630

Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621

Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) ACALA solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

# Reference No. of Document Being Continued Page 3 of 24 **CONTINUATION SHEET** PIIN/SIIN DAAE20-98-T-0147 MOD/AMD Name of Offeror or Contractor: AS7006 52.211-4503 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL 01-DEC-1997 3 ACALA SPECIFICATIONS AND STANDARDS (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation. (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I: MILITARY/FEDERAL LOCATION OF FACILITY ACO SPEC/STANDARD REQUIREMENT (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed. (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation. (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows: (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI. (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	PRICE	\$
CLIN	PRICE	\$

(End of clause)

(AS7008)

The ability to view and download ACALA solicitation information is now available through the ACALA Acquisition Information System (AAIS). In addition to the view/download capability, the vendor may electronically order bid sets; i.e., hard copy solicitation, aperature cards, and attachments. Procurement history can also be obtained through the AAIS 24 hour a day untilizing a 9600 baud modem set to dial (309) 782-7648. Once connected, enter 'aais' at the 'login' prompt. If electronic means is not possible, history will still be provided telephonically at (309) 782-8094 on a limited basis.

# CONTINUATION SHEET Reference No. of Document Being Continued Page 4 of 24 PIIN/SIIN DAAE20-98-T-0147 MOD/AMD

Name of Offeror or Contractor:

\*\*\* END OF NARRATIVE A001 \*\*\*

''AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.''

\*\*\* END OF NARRATIVE A002 \*\*\*

REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
DATAFAX NUMBER IS 309-782-4753.
REQUEST YOU FILL OUT CLAUSES KF7019, KF7020, KF7036 AND KF6006.
PLEASE PROVIDE YOUR CEC# AND TAXPAYER ID CODE:
PLEASE PROVIDE YOUR CAGE OR FSCM CODE

FOR PREVIOUS HISTORY CALL 309-782-8094 BETWEEN THE HOURS OF 9:00 - 11:00 A.M. AND 1:00 - 3:00 P.M. CENTRAL TIME.

\*\*\* END OF NARRATIVE A003 \*\*\*

''THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.''

\*\*\* END OF NARRATIVE A004 \*\*\*

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0147 MOD/AMD

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	31	EA	\$	\$
	NSN: 5340013900379				
	NOUN: PLUNGER, DETENT FSCM: 19200				
	PART NR: 12596898 SECURITY CLASS: Unclassified				
	PRON: M182A956M1 PRON AMD: 01				
	AMS CD: 070011				
	NSN: 5340-01-390-0379				
	(End of narrative B001)				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 12596898  DATE: 28-MAY-1996				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 W52H098078A901 W25G1U J 1				
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 15 0150				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W25G1U) XU TRANSPORTATION OFFICER				
	DEFENSE DIST DEPOT SUSQUEHANNA NEW CUMBERLAND PA 17070-5001				
	DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002 W52H098078A902 W45G19 J 1				
	DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         16         0150				
	10 0150				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W45G19) XU TRANS OFC				
	RED RIVER ARMY DEPOT TEXARKANA TX 75507				

#### Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0147 MOD/AMD

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## Name of Offeror or Contractor:

ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		QUANTITI	UNII	UNITIRICE	AMOUNT
0002	Supplies or Services and Prices/Costs				
	DD 1423 DATA ITEM				
	NOUN: DD 1423 DATA ITEM SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical				
	data in accordance with the requirements,				
	quantities and schedules set forth in the Contract				
	Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				

#### Reference No. of Document Being Continued

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#### Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite Title Date

1 52.210-4501 DRAWINGS/SPECIFICATION 01-MAR-1988
ACALA

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12596898 with revisions in effect as of 28 MAY 1996 (except as follows):

ADD: SPI12596898, ORIG

NOTE (FOR QAW INFO ONLY): UTILIZE TDP CERTIFICATION AND ODC FROM PRON M17DS001M1 FOR THIS ACTION. NOT TO BE USED FOR SOLICITATION PURPOSES.

(CS6100)

2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS 01-MAR-1994
ACALA

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

#### Reference No. of Document Being Continued

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#### Name of Offeror or Contractor:

1

SECTION D - PACKAGING AND MARKING

Regulatory Cite		Title	<del>-</del>	Date
52.211-4502	PACKAGING REQUIREMENTS			01-SEP-1997
ACALA				

(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129 ''Standard Practice for Military Packaging,'' revision N, dated 15MAY97. Bar code requirements apply.

EXCEPTION: SPECIAL PACKAGING INSTRUCTION P12596898 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE.

(End of clause)

(DS6404)

2 52.247-4521 UNITIZATION/PALLETIZATION 01-MAR-1988
ACALA

- (a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.
- (b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7203)

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#### Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	01-APR-1984

- (a) Definition. 'Contract date,' as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
- (b) The Contractor shall comply with the specification titled ANSI/ISO/ASQC Q9003 OR EQUIVALENT, in effect on the contract date, which is hereby incorporated into this contract.

(EF6001)

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#### Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
1	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
2	52.247-34	F.O.B. DESTINATION	01-JAN-1991
3	52.247-48	DELETED 17 MAR 98 AND REPLACED BY FF7007, F.O.B. DESTINATION -	01-JUL-1995
		EVIDENCE OF SHIPMENT (DEVIATION)	
4	52.211-16	VARIATION IN QUANTITY	01-APR-1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
  - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

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#### Name of Offeror or Contractor:

SECTION G	- CONTRACT ADMINISTRA	TION DATA	
	Regulatory Cite	Title	Date
1	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994
	<del>-</del>	eate below the address to which payment should be mailed, if sice of this Solicitation.	such address is different from that
DIIOWII IOI	the Offeror on the fa	de of this Soficitation.	
	the Offeror on the fa		
Name			
Name			

(GS7015)

#### Reference No. of Document Being Continued

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#### Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

1

Regulatory Cite Title Date

(52.246-4500 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) 01-MAR-1988
ACALA)

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director

Armament and Chemical Acquisition and Logistics Activity

ATTN: AMSTA-AC-PCF-A/CHERYL J. MAU

Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

2 1.602-2(93) AVAILABILITY OF FUNDS
AFARS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

3 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION 01-MAY-1993
ACALA

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

## Reference No. of Document Being Continued

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	I III (/DIII (		MODIMINI
Name of Offeror or Contractor:			
For contracts involving F.O.B. Origin shipm	ments furnish the fo	llowing rail informati	ion:
Does Shipping Point have a private railroad	d siding? YES	NO	
If YES, give name of rail carrier serving i	t:		
If NO, give name and address of nearest rai	l freight station a	nd carrier serving it:	:
Rail Freight Station Name and Address:			
Serving Carrier:			
	(End of Clau	se)	
	(HS7600)		

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#### Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title. (IA7001)

	Regulatory Cite	Title	Date
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
2	52.211-5	MATERIAL REQUIREMENTS	01-OCT-1997
3	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
4	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
5	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
6	52.232-1	PAYMENTS	01-APR-1984
7	52.232-11	EXTRAS	01-APR-1984
8	52.232-18	AVAILABILITY OF FUNDS	01-APR-1984
9	52.232-25	PROMPT PAYMENT	01-JUN-1997
10	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
11	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
12	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
13	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
14	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
15	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
	DFARS		
16	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	01-JAN-1994
	DFARS		
17	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
	DFARS		
18	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	01-FEB-1998
	DFARS		
19	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	01-JUN-1997
	DFARS		
20	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	01-DEC-1991
	DFARS		
21	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
	DFARS		
22	252.242-7000	POSTAWARD CONFERENCE	01-DEC-1991
	DFARS		
23	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
	DFARS		
24	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
	DFARS		
25	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	01-OCT-1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

CONTINI	JATION	ISHEET

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#### Name of Offeror or Contractor:

26 52.233-1 DISPUTES 01-OCT-1995

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 (U.S.C.601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) ''Claim,'' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- $(2) (i) \quad \text{Contractors shall provide the certification specified in subparagraph } (d) (2) (iii) \text{ of this clause when submitting any claim--}\\$ 
  - (A) Exceeding \$100,000; or
  - (B) Regardless of the amount claimed, when using--
  - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
- (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: ''I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.''
  - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
  - (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the

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pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

27 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

01-0CT-1995

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
  - (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

28 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

01-APR-1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause) (IF7016)

29 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS 01-AUG-1997 DFARS

(a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal

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specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and Military departments.

- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation.
  - (c) An offeror proposing to use an SPI process shall--
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;
  - (2) Provide a copy of the Department of Defense acceptance of the SPI process;
  - (3) Identify each facility at which the offeror proposses to use the specific SPI process; and
- (4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.
- (d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:
Affected Contract Line Item and Subline Item Number and Requirement Citation:
Cognizant Administrative

(End of clause) (IA7008)

<b>IUATION</b>	
	<b>1 HHH</b>

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SECTION J - LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	TECHNICAL DATA CDROM	28-MAY-96	001	
Attachment 002	DOCUMENT SUMMARY LIST		2PG	
Attachment 003	ADDRESS CODE DISTRIBUTION FOR REQUESTS FOR DEVIATION/WAIVER		1PG	
	(RFD/RFW)			
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS		2PG	
	LIST (CDRL)			
Attachment 005	IOC FORM 715-13	01-FEB-96	2PG	
Attachment 006	RESERVED			
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) & INSTRUCTIONS	17-FEB-98	2PG	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision

(KA7001)

	Regulatory Cite	Title	Date
1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-APR-1998
2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-FEB-1998

- (a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it\_\_\_\_is,\_\_\_is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it\_\_\_\_is,\_\_\_\_is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it\_\_\_\_\_is,\_\_\_\_is not a women-owned small business concern.
- (c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.

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- (d) Notice. (1) If this solicition is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

3 52.204-3 TAXPAYER IDENTIFICATION

01-JUN-1997

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

- (b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- ( ) TIN: \_\_\_\_

(c) Taxpayer Identification Number (TIN).

- ( ) TIN has been applied for.
- ( ) TIN is not required because
  - ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - ( ) Offeror is an agency or instrumentality of a foreign government;
  - ( ) Offeror is an agency or instrumentality of a Federal, state, or local government;
  - ( ) Other. State basis.
  - (d) Corporate Status.
- ( ) Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
- ( ) Other corporate entity;
- ( ) Not a corporate entity;
- ( ) Sole proprietorship
- ( ) Partnership
- ( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

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١	lame	of	Offeror	or C	ontractor:

(e) Common Pare	ent.			
( ) Name and TIN of Name:			earagraph (a) of this provi	sion.
(KF7043)				
4 52.2	07-4 ECONOMIC PURC	CHASE QUANTITY - SUPPLIES		01-AUG-1987
		on whether the quantity(ies)		, proposals or quotes are
an economic purchase items. An economic p	e quantity. If different opurchase quantity is that	sitions in different quantit quantities are recommended, a quantity at which a signific formation is desired as well.	total and a unit price mu ant price break occurs. If	
		OFFEROR RECOMMENDATIONS		
17	<u>PEM</u>	QUANTITY	PRICE <u>QUOTATION</u>	TOTAL
to assist the Govern	nment in developing a data ancel the solicitation and	a base for future acquisition	s of these items. However, ny individual item in the	disadvantageous quantities and the Government reserves the event quotations received and
5 52.2	22-22 PREVIOUS CONT	TRACTS AND COMPLIANCE REPORTS	ı	01-APR-1984
The offeror represen	nts that -			
of this solicitation		in a previous contract or succentained in Section 310 of E		o the Equal Opportunity clause or the clause contained in
(b) It ( ) has, (	) has not, filed all req	quired compliance reports; an	d	
(c) Representations subcontract awards.	s indicating submission of	required compliance reports	, signed by subcontractors	, will be obtained before

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6 52.222-25

AFFIRMATIVE ACTION COMPLIANCE

01-APR-1984

The	offeror	represents	that	(a)	it

- ( ) has developed and has on file,
- ( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title

(LA7001)

	Regulatory Cite	Title	Date
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	01-JUN-1997
		SPECIFICATIONS AND STANDARDS (DODISS)	
2	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	01-APR-1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)
(LF7015)

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## Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title

(MA7001)

1

Regulatory Cite Title Date

52.215-4507 EVALUATION OF OFFERS
ACALA

01-MAR-1988

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)